

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNQORK INC.,

Plaintiff,

- vs. -

ANIMO SERVICES LLC d/b/a GLORIFI,

Defendant.
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Civil Action No. 1:22-cv-07762-AKH

COMPLAINT

ECF Case

Plaintiff Unqork Inc. (“Unqork”), by and through its undersigned attorneys, hereby alleges for its Complaint against Defendant Animo Services, LLC d/b/a GloriFi (“GloriFi”), as follows:

NATURE OF THE CASE

1. This is an action by Unqork for anticipatory breach of contract, based on GloriFi’s complete and unjustified repudiation of an executory contract between Unqork and GloriFi, which has caused Unqork to suffer significant monetary damages, including attorney’s fees and costs.

2. Unqork enables companies to create complex, enterprise-grade solutions through what is known as “no code” software. Unqork offers a visual interface that enables users to design applications by “dragging and dropping” templates to create software applications without traditional software coding.

3. GloriFi, a newcomer to the financial services space, sought to offer retail customers the ability to purchase financial products and services, such as banking and insurance,

via an Unqork-built application through which GloriFi could sell its financial and insurance products to its customers.

4. In August 2021, Unqork and GloriFi entered into an [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. GloriFi's timeline for [REDACTED] was ambitious. In essence, it sought to create the initial version [REDACTED] and release it to retail customers in a four-and-a-half month sprint. Any such [REDACTED] project requires significant input from the party for whom [REDACTED] is being developed; without such guidance, the [REDACTED] has no ability to create a satisfactory finished product.

6. GloriFi's [REDACTED] of Unqork was no exception: to meet the tight timeline imposed by GloriFi, Unqork set out in the [REDACTED]

[REDACTED]

[REDACTED] Unqork's ability to deliver the [REDACTED] within the tight timeframe imposed by GloriFi [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. GloriFi consistently failed to meet these dependencies. Even after the initial launch date was postponed for several months due to GloriFi's delays, GloriFi was unable to

meet the [REDACTED] necessary for Unqork to develop [REDACTED]
[REDACTED]

8. Over time it became visibly apparent to Unqork's project team that GloriFi's leadership was a root cause of these delays. GloriFi's leadership created a culture of intimidation that prevented GloriFi employees from raising concerns to leadership; and refused to devote the focus and resources necessary to complete its own [REDACTED]

9. On April 20, 2022, GloriFi [REDACTED] by failing to make a substantial payment due on one of the invoices issued to GloriFi. As a result, on June 7, 2022, Unqork provided GloriFi, via electronic mail, with [REDACTED]
[REDACTED] by making the payment due on this particular invoice within 30 days,
[REDACTED]

10. Later that same day on June 7, 2022 -- *after* GloriFi had already received Unqork's [REDACTED] -- GloriFi sent to Unqork, via electronic mail, a purported termination notice in which GloriFi alleged, in sum and substance, that GloriFi had not timely received [REDACTED] it asserted were due from Unqork by May 25, 2022, and which had been delivered to GloriFi on June 3, 2022.

11. GloriFi had no right to terminate [REDACTED] at this point in time, however. GloriFi had not yet fulfilled [REDACTED]
[REDACTED] In the absence of compliance with this [REDACTED] to GloriFi. Moreover, as noted above, GloriFi was [REDACTED] from complaining about any alleged delivery delay, because any alleged delay was directly and proximately caused by GloriFi's repeated failure to meet its own deadlines for [REDACTED]

12. GloriFi's purported [REDACTED] sent on June 7th instead was a positive and unequivocal repudiation [REDACTED] GloriFi has refused to make payment on any invoice due since April 2022.

13. Accordingly, Unqork is compelled to bring this action to seek compensatory damages for [REDACTED], including, but not limited to, (a) the fees due to Unqork for work performed through June 7, 2022, which total \$ [REDACTED] (b) the balance of fees due to Unqork [REDACTED], which amount to at least \$ [REDACTED] (c) attorney's fees and costs [REDACTED] [REDACTED] and (d) any other damages incurred.

14. Alternatively, GloriFi [REDACTED] by, *inter alia*, failing to make the payment due on April 20, 2022 and failing to [REDACTED] by July 7, 2022. GloriFi's non-payment, and [REDACTED], entitles Unqork to collect from GloriFi significant monetary damages, including, but not limited to, (a) the fees due to Unqork for work performed through June 7, 2022, which total \$ [REDACTED] (b) attorney's fees and costs [REDACTED] and (c) other damages incurred in connection with GloriFi's [REDACTED]

THE PARTIES

15. Plaintiff Unqork is a corporation organized under the laws of Delaware, with its principal office located at 85 Fifth Avenue, 6th Floor, New York, New York 10003.

16. Defendant GloriFi is a limited liability company organized under the laws of Texas, with its principal office located at 11700 Preston Road, Suite 660-394, Dallas, Texas 75230. Upon information and belief, its member is a (or members are) citizen(s) of Texas.

JURISDICTION AND VENUE

17. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332, by virtue of diversity of citizenship. Unqork is a citizen of Delaware and New York, and GloriFi is a citizen of Texas. The amount in controversy, exclusive of interest and costs, is in excess of \$75,000.

18. The court has personal jurisdiction over GloriFi because this action arises out of an agreement pursuant to which the parties have irrevocably agreed to submit to the laws and jurisdiction of the federal courts located in the City and County of New York, New York, where, as here, Unqork initiates legal action.

19. Venue is proper pursuant to 28 U.S.C. § 1391 because this action arises out of an agreement pursuant to which the parties have irrevocably agreed to submit to the laws and jurisdiction of the federal courts located in the City and County of New York, New York where, as here, Unqork initiates legal action.

STATEMENT OF FACTS

Background on Unqork and GloriFi

20. Unqork is a market leader in “no code” software, and offers a platform for the building and configuration of enterprise-grade software applications for its customers. Unqork’s customers typically are large, sophisticated global institutions operating in the financial services and insurance industries. Unqork provides its customers with a digital platform that enables the creation of bespoke applications for their businesses.

21. Unqork’s unique no-code platform employs a visual “drag-and-drop” interface so that its customers can design, build and deploy complex software applications without doing any actual coding, thereby reducing cost and accelerating time to market.

22. Defendant GloriFi is a start-up financial services company that, upon information and belief, was formed just over a year ago, in May 2021.

The Unqork-GloriFi Agreement

The July 29 Meeting

23. On or about July 29, 2021, Unqork and GloriFi personnel met to discuss engaging Unqork to build a mobile and online services application for GloriFi's retail customers

[REDACTED]

(the "July 29 Meeting").

24. At the July 29 Meeting, the parties discussed the parameters of an application that GloriFi sought to roll out to its retail customers in the first quarter of 2022. This included [REDACTED] by January 31, 2022, and a [REDACTED] by March 31, 2022. In connection with the July 29 Meeting, Unqork identified a number of "delivery assumptions" that GloriFi was required to successfully perform in order for Unqork to meet GloriFi's desired launch date for its application.

25. The July 29 Meeting was just one of a number of meetings held between the parties prior to August 9, 2021 (the date the parties signed their agreement), to discuss GloriFi's desired application and the numerous obligations GloriFi would have to meet in order for Unqork to successfully deliver the application on GloriFi's desired timeline.

The Master SaaS Agreement, Order and Statement of Work

26. On or about August 9, 2021, Unqork and GloriFi entered into a [REDACTED]

[REDACTED]

[REDACTED]

27. [REDACTED], Unqork and GloriFi also

[REDACTED] on or about August 17, 2021. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

28. [REDACTED], Unqork and GloriFi

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] A true and correct copy [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The GloriFi Application

29. [REDACTED]

[REDACTED]

[REDACTED]

30. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**GloriFi's Expedited Timeline and the
Obligations of GloriFi Required to Meet This Timeline**

31. Among other things, the [REDACTED] recognized the “[REDACTED]
[REDACTED]” involved in the project. The timeline indicated that “[REDACTED]
[REDACTED]” for aspects of the GloriFi
Application, [REDACTED]

[REDACTED]

32. This ambitious timeline mandated, among other things, that GloriFi provide

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

33. For example, the [REDACTED] stated that “[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]” The [REDACTED]
[REDACTED], all of which were essential to [REDACTED] of the GloriFi
Application by January 1, 2022.

The User Acceptance Testing Process

34. Also critical to the success of the [REDACTED] was adherence to

[REDACTED]
[REDACTED] Unqork develops its customers' applications by what is known as an
"agile" methodology. [REDACTED]

35. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

36. [REDACTED]

[REDACTED]

[REDACTED]

37. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

GloriFi's Repeated Delays During Its Performance of the Unqork-GloriFi Agreement Required the Parties to Enter Into Two Successive Change Orders

The First Change Order

38. Despite its desire to meet an "[REDACTED]" GloriFi did not come close to

[REDACTED] GloriFi failed to provide Unqork with

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] that Unqork required in order to create the GloriFi Application's

[REDACTED]

39. Accordingly, on or about December 18, 2021, Unqork and GloriFi modified [REDACTED]

[REDACTED]

Inter alia, [REDACTED]

[REDACTED]

[REDACTED] A true and correct copy of [REDACTED]

[REDACTED]

40. Notably, in [REDACTED], GloriFi, "[REDACTED]"

[REDACTED]

[REDACTED]

[REDACTED]" GloriFi further [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The Second Change Order

41. Due principally to GloriFi's ongoing shortcomings in meeting timelines and expectations [REDACTED]

[REDACTED]

42. As of January, 2022, GloriFi still had not provided Unqork with [REDACTED]

[REDACTED]

[REDACTED] In addition, GloriFi failed to provide

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

43. Accordingly, Unqork and GloriFi [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

44. Relevant here, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

45. In order to meet the pushed-back launch date, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] A true and correct copy of [REDACTED]

[REDACTED]

46. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

47. In light of these specific and [REDACTED]

[REDACTED]

[REDACTED]

48. On or about February 22, 2022, Unqork and GloriFi [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] A true and correct copy of [REDACTED]
[REDACTED]

**Even After Entering Into Two Change Orders to Accommodate Its Delays,
GloriFi Persisted in Causing Additional Delays and Missed Deadlines**

49. Throughout this project, GloriFi repeatedly failed to meet its deadlines to provide Unqork with [REDACTED]
[REDACTED]
[REDACTED]

50. Although GloriFi continued to demand a tight timeline throughout its dealings with Unqork, and by [REDACTED]
[REDACTED]

[REDACTED] Several of the numerous examples of GloriFi's incompetence and malfeasance are discussed below.

**GloriFi Severely Delayed Providing Unqork
With The User Interface/User Experience Design**

51. [REDACTED]
[REDACTED]
[REDACTED] GloriFi provided its [REDACTED]
[REDACTED] between approximately October 2021 and January 2022.

52. In or about the middle of February 2022, representatives of Unqork and GloriFi met, at which time GloriFi described to Unqork [REDACTED]
[REDACTED]

The substantial modifications sought by GloriFi included, [REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

53. Unqork informed GloriFi that defining and implementing these changes sought by GloriFi would delay the timeline [REDACTED] by at least four weeks, thus postponing [REDACTED] until on or about April 1, 2022 -- the date that was supposed to be the [REDACTED]

**GloriFi Severely Delayed Providing Unqork
With Access to the Majesco Billing Platform**

54. Another key [REDACTED] on which Unqork relied related to [REDACTED]

[REDACTED]

[REDACTED], the GloriFi Application could not accept customer payments. The [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] no later than February 9, 2022.

55. Despite this unambiguous deadline, GloriFi did not provide Unqork with [REDACTED] until approximately April 1, 2022 -- *a seven week delay*. As a result, Unqork informed GloriFi that it could not complete [REDACTED] until May 1, 2022 at the earliest. Moreover, even after Unqork first gained access to [REDACTED] on approximately April 1, 2022, [REDACTED] continued to suffer from outages consistently through May 31, 2022. These additional outages added further to the already significant delays caused by Glorifi.

**GloriFi Severely Delayed Providing
Unqork With the “Rater Workbook”**

56. An important aspect of the GloriFi Application was [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Insurance is a highly regulated industry and regulatory approval of an insurance company’s rates is fundamental -- something GloriFi knew from [REDACTED]

57. [REDACTED] was essential to proper functioning of the GloriFi Application; without it, the GloriFi Application would be unable to issue [REDACTED]
[REDACTED]
[REDACTED] GloriFi to produce [REDACTED] by the end of January, 2022.

58. GloriFi failed to satisfy this critical [REDACTED] GloriFi continued to modify [REDACTED] well after January 2022; Unqork was thus unable [REDACTED]
[REDACTED]
[REDACTED] until GloriFi delivered [REDACTED] on May 18, 2022 -- *a fourteen week delay*. Moreover, as of June 7, 2022 and upon information and belief, [REDACTED]
[REDACTED] had not yet even been approved by any state insurance regulator.

**GloriFi Severely Delayed Conducting
The Required User Acceptance Testing**

59. [REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

60. This iterative testing cycle is a standard protocol in the software industry. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

61. As a general matter these criteria should be identified by the customer, as it is the customer that seeks a particular type of performance for the software application it has licensed. [REDACTED]

[REDACTED] no later than February 22, 2022. Satisfaction of this [REDACTED] was critical for Unqork to [REDACTED] demanded by GloriFi.

62. GloriFi wholly abandoned this deadline too. To begin with, GloriFi revealed that it had not even begun to [REDACTED] as of February 22, 2022, when GloriFi asked Unqork for Unqork's [REDACTED] for this purpose. GloriFi's desire to [REDACTED] [REDACTED] was nonsensical; it is the operational and performance expectations *of the customer* against which the software application should be tested.

63. Nor could GloriFi even determine as of February 22, 2022 which of its own personnel [REDACTED] GloriFi did not offer its [REDACTED] until April 4, 2022 -- six weeks after the [REDACTED] [REDACTED] Even as of June 7, 2022, GloriFi had not provided Unqork with its [REDACTED]

64. As a result of GloriFi's failure to provide Unqork with [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED] Because they did so [REDACTED]
[REDACTED]
[REDACTED], GloriFi ended up reporting to Unqork alleged [REDACTED]
[REDACTED]
[REDACTED]

65. Moreover, upon information and belief, as of May 25, 2022, the Texas Department of Insurance had not yet authorized GloriFi to begin offering any insurance products in Texas. Nor, upon information and belief, had any other insurance regulator done so in any other state.

66. Although suffering from its own deficiencies, GloriFi executives nonetheless acknowledged to Unqork that Unqork was performing well during this time period. For example, on or about March 9, 2022, the Chief Executive Officer of GloriFi's insurance business line (the "Insurance CEO") wrote to Unqork's Chief Executive Officer ("Unqork's CEO"):

I wanted to let you know that your team is really putting every ounce of effort into [REDACTED] I have had some very good calls with Unqork prospects and can easily tell them that the Unqork system is solid and the team behind it are extremely skilled.

Please pass on my thanks and encouragement to your team. . . . [REDACTED]

and let's see how big a splash we can make in the market.

GloriFi's Delays Were Attributable to Its Own Management's Lack of Focus and Ineffective Management Style

67. During the course of the project it became apparent to Unqork's team that GloriFi's senior leadership was a root cause of the delays described above, because GloriFi's leadership (a) created a culture of intimidation that prevented GloriFi employees from raising concerns to its leadership, and (b) refused to devote the focus and resources necessary to complete its own obligations according to the agreed timeline.

68. First, the behavior of GloriFi's senior leadership appears to have made it all but impossible for GloriFi's own employees to effectively address deficiencies. As a result of being subjected repeatedly to intimidating behavior of senior leadership, certain GloriFi team members privately shared with Unqork team members that they lived in fear of GloriFi's senior leadership and, in particular, the wealthy founder of GloriFi ("the GloriFi Founder"). For example, one GloriFi staff member repeatedly stated to an Unqork team member that the executives in the GloriFi insurance business line were afraid to inform the GloriFi Founder of GloriFi's own deficiencies or the project's lack of progress in relation to the agreed-upon timeline.

69. Unqork personnel also have been on the receiving end of these over-the-top tirades from GloriFi's senior leadership. For example, on or about May 17, 2022, senior Unqork team members met in person with senior members of GloriFi's product team, along with GloriFi's Founder, at the GloriFi Founder's home. One important purpose of the meeting was to demonstrate [REDACTED]

[REDACTED]

70. At one point during the meeting, the GloriFi Founder wasted over an hour engaging in a hysterical, profanity-laced tantrum, where he complained to at least two different

Unqork team members about [REDACTED] the GloriFi Application -- even though the delays were directly and proximately caused by his own team's deficiencies.

71. The GloriFi Founder also raged about such non-pertinent matters as Unqork's refusal to consider an unsolicited offer, made by GloriFi's Founder to Unqork, of an equity investment. GloriFi's Founder yelled, in sum and substance, that *"This company [GloriFi] is more valuable than your company. We're going to save your ass."* The GloriFi Founder, while motioning to GloriFi's Chief Technology Officer, also stated in sum and substance, *"This man is God. I am next to God, and these three [other GloriFi employees] are me. If you are talking to them, you are talking to me."*

72. The next day, on or about May 18, 2022, the Insurance CEO spoke with an Unqork employee about the GloriFi Founder's outburst the day before at the Founder's home. The Insurance CEO stated to the Unqork employee, in sum and substance, "I'm sorry you had to go through that. I have to go through that on a near daily basis. [The GloriFi Founder] always pulls that sort of stuff. Its always because of the drinking."

73. Second, GloriFi's senior leadership was apparently unwilling to devote sufficient attention and resources necessary [REDACTED] of the GloriFi Application. An example of this occurred one day in April 2022, when members of the GloriFi and Unqork product teams met via video conference, with the important purpose of reviewing Unqork's [REDACTED]

74. At the beginning of the meeting, a GloriFi senior manager launched into a rude and aggressive tirade -- as was his common practice -- where he berated both the Unqork team

(unjustifiably) as well as his own GloriFi team. Call participants' video cameras had been turned off at the beginning of this call, during the tirade carried on by this senior leader.

75. After concluding his usual outburst, the GloriFi senior manager appeared to leave the meeting for a period of time. When he rejoined the meeting, this senior manager turned on his video camera (presumably accidentally). As other call participants were addressing the software issues to be discussed, the senior leader could be seen in plain view in a state of undress, on a bed with a companion who was similarly in a state of undress, and, upon information and belief, about to engage in activity wholly inconsistent with the attention needed to achieve the adjustments necessary to be made to the GloriFi Application.

76. Moreover, on at least one occasion, the GloriFi Founder expressed a preference for using his wealth and status to circumvent issues, rather than actually working to resolve the underlying business challenge. In particular, the GloriFi Founder told an Unqork team member, in sum and substance, that the General Counsel that the GloriFi Founder had hired to work in GloriFi's insurance division (the "Insurance General Counsel") was ineffective because this attorney could not get [REDACTED] approved by Texas insurance regulators. The GloriFi Founder stated, in sum in substance, that he was upset that his attorney had not applied more pressure to advance regulatory approval by throwing around the name of the GloriFi Founder. The GloriFi Founder indicated that he believed he had great political influence in Texas, having "funded big people" that the GloriFi Founder believed he "helped get elected" with his vast fortune. The GloriFi Founder stated, in sum and substance, that in his opinion, [the Insurance General Counsel], while ineffective, "*can pick out a great bottle of wine; I can't believe we hired a sommelier as our [General Counsel].*"

77. As further demonstrated by a telephone conversation between the GloriFi Founder and Unqork's CEO on or about May 17, 2022, the GloriFi Founder preferred to blame Unqork for delays actually caused by GloriFi's own inadequacies. In sum and substance, during this call the GloriFi Founder asked that Unqork turn over its [REDACTED]

[REDACTED] Apart from the fact that it would expose Unqork's [REDACTED] something Unqork would never do, as a practical matter this request would not have advanced the [REDACTED] the GloriFi Application at all; the root cause of the delays lay not in Unqork's [REDACTED], but in the repeated failure of GloriFi to meet its [REDACTED], as described above.

Conflict And Disarray Within GloriFi Spills into the Open

78. The apparent dysfunction pervading GloriFi's senior leadership seemed to spill into the open in early June 2022.

79. On June 3, 2022, the Insurance CEO requested that Unqork send a formal letter to the Insurance CEO, which would confirm in writing a decision that Unqork had made, *i.e.*, that it would no longer send its team to Texas to work on site either at GloriFi's offices or the Founder's home, in light of the GloriFi Founder's behavior on or about May 17, 2022. The Insurance CEO indicated he was going to take that letter to GloriFi's Board of Directors that day.

80. Later that day, upon information and belief, GloriFi fired the leadership of the insurance division -- the Insurance CEO, the Insurance General Counsel, and the Chief Financial Officer of this business line.

81. Within the next several days, the Insurance CEO spoke by phone with an Unqork team member and said, in sum and substance, that he “believed in Unqork’s technology” and that it was important for GloriFi’s Board of Directors to understand “how toxic an environment it is with [the GloriFi Founder].” Similarly, on or about June 6, 2022, the Insurance CEO wrote to Unqork’s CEO: “I am sure you heard the news. Bizarre to say the least. We were nearly ready to [REDACTED] Your people were just awesome, and I love your system. . . . “

Unqork Satisfied Its Deliverable Obligation Even Despite GloriFi’s Repeated and Severe Delays and Internal Dysfunction

82. Despite GloriFi’s repeated and persistent failure to meet timelines -- due fundamentally to its own inadequacies which erupted into the open at about this time -- Unqork nonetheless persisted and satisfied its [REDACTED] by June 3, 2022. This was *well in advance* of any later date that would have been reasonable in light of GloriFi’s chronic and substantial delays.

83. Although GloriFi’s repeated failure to [REDACTED]
[REDACTED]
[REDACTED]
while maintaining the standard of quality expected of Unqork as a market leader in the software industry.

84. [REDACTED]
[REDACTED]
[REDACTED] This was the case even though, as noted (and upon information and belief), GloriFi had yet to receive approval from the Texas insurance regulator (or anywhere else) to actually offer retail insurance products to the public.

**The Unqork-GloriFi Agreement Remained Executory As of June 7, 2022 --
The Date GloriFi Positively and Unequivocally Repudiated The Agreement**

**The Unqork-GloriFi Agreement
Remained Executory As of June 7, 2022**

85. As of June 7, 2022, [REDACTED]

[REDACTED] For example (and without limitation), [REDACTED]

[REDACTED] Substantial
work by both Unqork and GloriFi remained [REDACTED]

86. In connection with [REDACTED], on or about April 28, 2022,
Unqork delivered [REDACTED], which GloriFi was
required to complete and return to Unqork. This information was necessary for Unqork to

[REDACTED] Yet as of June 7, 2022, GloriFi had provided little or no information
relating to [REDACTED]

87. Additionally, even with respect to the [REDACTED]

[REDACTED] as of June 7, 2022, [REDACTED]

88. Beginning approximately February 24, 2022, Unqork met with the GloriFi team daily to discuss [REDACTED]; on approximately April 14, 2022, these meetings began to occur twice daily. And as of June 7, 2022, Unqork continued to work [REDACTED]

89. As Unqork addressed each [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

90. Other aspects of the [REDACTED] as of June 7, 2022. Pursuant to the [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**GloriFi Breaches, and Then Repudiates,
The Unqork-GloriFi Agreement**

91. On April 20, 2022 -- at a time Unqork staff worked seven days a week to overcome hurdle after hurdle tossed at them by GloriFi -- GloriFi [REDACTED] [REDACTED] by failing to make payment on an invoice in the amount of \$623,130.

92. On June 7, 2022, after this payment remained past due, [REDACTED]

[REDACTED], Unqork provided GloriFi, via electronic mail, with

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

93. Later the same day on June 7, 2022 -- *after* GloriFi had received Unqork's [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] In actuality, as a matter of law, the GloriFi [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

94. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

95. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

96. [REDACTED]

[REDACTED]

97. However, as set forth above in Paragraphs [REDACTED], GloriFi [REDACTED]

[REDACTED] because GloriFi had not come close to

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] That eventuality had not yet occurred (and never has).

[REDACTED]

[REDACTED]

98. Moreover, in any event, GloriFi failed [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

99. As of June 7, 2022, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] GloriFi has not

fully satisfied any of these invoices, amounting to fees owing of \$ [REDACTED]

100. Moreover, as of June 7, 2022, [REDACTED]

[REDACTED]

[REDACTED]

FIRST CAUSE OF ACTION
(Anticipatory Breach of Contract)

101. Unqork hereby realleges Paragraphs 1 through [REDACTED] as if fully set forth herein.

102. On or about April 20, 2022, GloriFi [REDACTED]

[REDACTED]

[REDACTED]

103. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

104. Later on that day on or about June 7, 2022, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

105. On June 7, 2022, [REDACTED]

[REDACTED]

[REDACTED]

106. As of June 7, 2022, [REDACTED]

[REDACTED]

107. [REDACTED]

[REDACTED]

108. [REDACTED]

[REDACTED]

109. GloriFi has repudiated the Unqork-GloriFi Agreement, resulting in an anticipatory breach of the agreement.

110. As a direct and proximate cause arising from GloriFi's [REDACTED], [REDACTED], Unqork is entitled to recover damages, including, without limitation, [REDACTED], attorney's fees and costs, and other damages, plus interest at the statutory rate, in an exact amount to be determined by the Court.

SECOND CAUSE OF ACTION
(Breach of Contract – In the Alternative)

111. Unqork hereby realleges Paragraphs 1 through [REDACTED] as if fully set forth herein.

112. Unqork has fully complied with the Unqork-GloriFi Agreement at all relevant times.

113. [REDACTED]
[REDACTED]
[REDACTED]

114. On or about June 7, 2022, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

115. [REDACTED]
[REDACTED]
[REDACTED] on July 7, 2022.

116. [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

117. As a direct and proximate result of GloriFi's [REDACTED], Unqork is entitled to recover damages, including, without limitation, [REDACTED], attorney's fees and costs, and other damages, plus interest at the statutory rate, in an exact amount to be determined by the Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Unqork respectfully requests that the Court enter judgment against GloriFi granting the following relief:

- (i) damages, including, without limitation, fees and other damages, plus interest at the statutory rate, in an exact amount to be determined by the Court;
- (ii) An award to Plaintiff of its costs and attorneys' fees in this action; and
- (iii) Such other and further relief as this Court deems just and proper.

JURY TRIAL DEMAND

Plaintiff Unqork hereby demands a trial by jury on all issues so triable, in the event that such relief is available.

Dated: September 2, 2022
New York, New York

Respectfully submitted,

**ELLIOTT KWOK LEVINE &
JAROSLAW LLP**

By: 

Matthew L. Levine
Rachel J. Rodriguez
565 Fifth Avenue, 7th Floor
New York, NY 10017
Tel: (646) 777-4513
Fax: (866) 399-1381
mlevine@ekljlaw.com
rrodriguez@ekljlaw.com

Attorneys for Plaintiff Unqork Inc.